

AMERICAN ARBITRATION ASSOCIATION

Fraternal Order of Police, Lodge #5	:
	:
—and—	:
	:
City of Philadelphia	:
	:
	Case No. 01-15-0003-0328
	Grievant: Nicholas P. Colville

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia and Fraternal Order of Police, Lodge #5 are parties to a collective bargaining agreement; and,

WHEREAS, Nicholas P. Colville was employed by the City of Philadelphia and was a member of the bargaining unit represented by Fraternal Order of Police, Lodge #5; and,

WHEREAS, the City of Philadelphia terminated the employment of Police Officer, Nicholas P. Colville on February 16, 2015 as the result of an incident that occurred on December 22, 2013; and,

WHEREAS, Nicholas P. Colville initiated a grievance, contending that the City of Philadelphia violated the collective bargaining agreement; and,

WHEREAS, the City of Philadelphia denies that it has, in any way, violated the collective bargaining agreement with Fraternal Order of Police, Lodge #5; and,

WHEREAS, the matter was scheduled to proceed unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

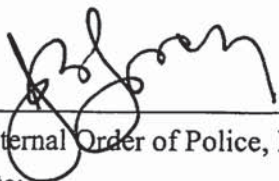
1. The City of Philadelphia will reinstate Police Office Nicholas P. Colville.
2. Nicholas P. Colville's discharge will be rescinded and reduced to a 15-day suspension. Subject to his meeting the employment standards for Police Officers and for City of

Philadelphia employees, including, but not limited to, fitness for duty as determined by the City's Medical Evaluation Unit; certification by the Municipal Police Officers' Education & Training Commission (MPOETC); background checks; and City indebtedness verification, Colville will be reinstated, as of the date of discharge, but will not receive back pay or any other emoluments of employment. The period from the end of the 15-day suspension until his reinstatement will be treated as an unpaid leave of absence. This agreement does not affect Mr. Colville's Heart and Lung eligibility after he is reinstated as an officer.


3. In consideration of the foregoing, Fraternal Order of Police, Lodge #5 and Nicholas P. Colville agree to withdraw the grievance and demand for arbitration in this matter.
4. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.
5. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.
6. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.
7. In further consideration of the foregoing, Fraternal Order of Police, Lodge #5 and Nicholas P. Colville, and their agents, assigns, heirs, and representatives, release the City of Philadelphia, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or related to, the subject matter of the grievance.
8. By entering into this Agreement, and in exchange for the promises made herein, Nicholas P. Colville, on his own behalf, and on behalf of his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives, and executors, voluntarily and of their own free will agree to and hereby do forever release, discharge, and hold harmless Fraternal Order of Police, Lodge #5, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns, and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys, and agents of each of the

aforementioned, and any of their successors or assigns, from any and all claims, demands, actions, liabilities, and other prayers for relief and/or remuneration whatsoever, whether known or unknown, arising from, or which could have arisen from, Fraternal Order of Police, Lodge #5's representation of Nicholas P. Colville in connection with the Grievance described above.

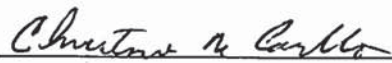
WHEREFORE, Fraternal Order of Police, Lodge #5, the City of Philadelphia, and Nicholas P. Colville, intending to be legally bound by this Agreement, enter into this Agreement this 12 day of April, 2016, as evidenced by their signatures or the signatures of their representatives below.



Fraternal Order of Police, Lodge #5
Date:



Nicholas P. Colville
Date:



City of Philadelphia
Date: 4/12/16